



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/Max Management Solutions  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

His was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative and the owner of the rental property called in and participated in the hearing. The tenant did not attend, although she was served with the application and Notice of Hearing by registered mail sent on April 5, 2016

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of a monetary award?

### Background and Evidence

The rental unit is a residence in Kelowna. The tenancy began on June 1, 2012 for a one year term and thereafter on a month to month basis. The tenant became the sole named tenant partway through the tenancy. The monthly rent was \$1,750.00, payable on the first of each month. The tenant paid a security deposit of \$875.00 in two instalments at the start of the tenancy.

The tenant failed to pay rent for November and December, 2015. She was served with a 10 day Notice to End Tenancy for unpaid rent and moved out of the rental unit on December 17<sup>th</sup>. The tenant did not remove all of her belongings and did not clean the house after she moved.

The landlord conducted a move-out condition inspection with the tenant on December 31, 2015. The landlord provided a copy of the condition inspection report as part of the documentary evidence in support of its claims in this proceeding. The tenant signed the report and acknowledged that she was responsible for unpaid rent and cleaning and repairs in the total amount of \$5,808.75.

The landlord's representative provided photographs of the rental unit taken at the end of the tenancy. The pictures showed that there was damage to a door and significant drywall damage. The landlord's representative testified that the landlord had the rental unit re-painted but claimed only a portion of the painting cost to cover damage that exceeded normal wear and tear. The landlord claimed the following amounts:

- |   |            |
|---|------------|
| • Carpet cleaning:                                    | \$183.75   |
| • General cleaning:                                   | \$200.00   |
| • Painting and repairing, including door replacement: | \$1,900.00 |
| • November rent:                                      | \$1,750.00 |
| • December rent:                                      | \$1,750.00 |
| • NSF fee:  | \$25.00    |

|        |            |
|--------|------------|
| Total: | \$5,808.75 |
|--------|------------|

### Analysis

Based on the landlord documentary evidence and testimony, including the tenant's written acknowledgement that she is responsible for, and agreed in writing to the amounts set out in the condition inspection report and the application for dispute resolution, I allow the landlord's application in the amount claimed, namely: the sum of \$5,808.75. The landlord is entitled to recover the \$100.00 filing fee for this application, for a total award of \$5,908.75 and I order that the landlord retain the security deposit in the amount of \$875.00 in partial satisfaction of this award leaving a balance of \$5,033.75. I grant the landlord an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's claim has been allowed in the amount stated.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 17, 2016

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Residential Tenancy Branch